

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re:	: Bankruptcy No. 16-17455 AMC
Stefani L. Bohm a/k/a Stefani Ginsberg	: Chapter 13
Debtor	:
MTGLQ Investors, LP c/o Rushmore Loan	:
Management Services	:
Movant	:
vs.	:
Stefani L. Bohm a/k/a Stefani Ginsberg	:
Debtor/Respondent	:
and	:
William C. Miller, Esquire	:
Trustee/Respondent	:

**CONSENT ORDER / STIPULATION AGREEMENT SETTLING  
MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, upon the Motion of MTGLQ Investors, LP c/o Rushmore Loan Management Services ("Creditor"/ "Movant"), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) as to certain property, 1031 Kingsdown Court, Ambler, PA 19044 (the "Property"), it is hereby agreed as follows:

Stefani L. Bohm a/k/a Stefani Ginsberg (hereafter, "Debtor") acknowledges that the following post-petition amounts are due as follows:

Payments (1/1/2019 – 3/1/2019 @ \$2,490.13 each) .....	<b>\$7,470.39</b>
Attorney's fees/costs.....	<b>\$1,031.00</b>
Less Suspense.....	<b>(\$78.96)</b>
Arrears ("Arrears").....	<b>\$8,422.43</b>

1. Debtor shall cure the remaining Arrears as set forth above by paying one-sixth (1/6) of the Arrears per month (\$1,403.74/month) for the next six (6) months, together with the regular monthly mortgage payment (currently \$2,501.96/month), for a total combined monthly payment of \$3,905.70 or the next six (6) months beginning on **April 01, 2019**. In the event the regular monthly payment changes for any reason, then the amount due pursuant to Paragraph 2 shall be adjusted accordingly. Thereafter, Debtor agrees to continue making the regular monthly mortgage payments.

2. Debtor shall make the regular monthly payments required to the Trustee.

3. Debtor shall send all payments due directly to Creditor at the address below:

**Rushmore Loan Servicing  
P.O. Box 52708  
Irvine, CA 92619-2708**

**Rushmore's loan #xxxxx7952 must appear on each payment.**

4. In the event Debtor fails to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates, Creditor and/or Counsel may give Debtor notice of the default. If Debtor does not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtor, Creditor shall immediately have relief from the bankruptcy stay.

5. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.

6. Upon issuance of the aforesaid Order, the parties hereto further agree that Creditor may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.

7. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within 10 days from the date the case is converted. If Debtor fails to make payments in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay.

8. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.


9. The undersigned parties request that the Court enter an Order approving this Consent Order/Stipulation and the terms therein.

10. Upon the passing of Debtor's counsel of record, Stanton M. Lacks, Esquire, in June, 2018, Debtor is now proceeding in the case *Pro Se*.

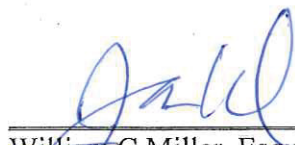
By signing this Stipulation, Debtor represents that Debtor is familiar with and understands the terms of this Stipulation and agrees to said terms. Seen and agreed by the parties on the date set forth below:

/s/ Danielle Boyle-Ebersole  
Danielle Boyle-Ebersole, Esquire  
Counsel for Creditor

Date: 03/22/2019


  
Stefani L. Bohn  
Pro Se Debtor

Date: 3/26/19

  
JACK William C Miller, Esquire  
Trustee  
Date: 3-26-19 *no objection*

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, it is hereby ORDERED that this Stipulation Agreement between the parties is hereby approved.

Date: April 2, 2019

  
Honorable Ashely M. Chan  
U.S. Bankruptcy Judge